Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Filing at a Glance

Company: Unum Life Insurance Company of America

Product Name: CXC STD/LTD SERFF Tr Num: UNUM-125848543 State: ArkansasLH TOI: H11G Group Health - Disability Income SERFF Status: Closed State Tr Num: 40466

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: C.V.D.126 State Status: Approved-Closed

Long Term

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Author: Ellen Desrosiers Disposition Date: 10/08/2008

Date Submitted: 10/07/2008 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Group Hybrid

Project Number: C.V.D.126

Requested Filing Mode:

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 09/17/2008

Domicile Status Comments: Maine is our

domicile

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type: Employer, Association,

Trust

Deemer Date:

Filing Status Changed: 10/08/2008 State Status Changed: 10/08/2008

Corresponding Filing Tracking Number:

Filing Description:

Additional General Variables for use with C.FP-1

Company and Contact

Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Filing Contact Information

Ellen Desrosiers, Contract Analyst

2211 Congress Street

(800) 974-2266 [Phone]

Portland, ME 04122

(423) 785-2914[FAX]

Filing Company Information

Unum Life Insurance Company of America CoCode: 62235 State of Domicile: Maine 2211 Congress Street Group Code: 416 Company Type: L&H Portland, ME 04122 Group Name: State ID Number:

(207) 575-2211 ext. [Phone] FEIN Number: 01-0278678

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No

Fee Explanation: Additional General Variables for a previously filed policy

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Unum Life Insurance Company of America \$20.00 10/07/2008 23008620

SERFF Tracking Number: UNUM-125848543 State: Arkansas

Filing Company: Unum Life Insurance Company of America State Tracking Number: 40466

Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	10/08/2008	10/08/2008

Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Disposition

Disposition Date: 10/08/2008

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Flesch Form	Approved-Closed	Yes
Supporting Document	Transmittal Form	Approved-Closed	Yes
Form	Hybrid Design	Approved-Closed	Yes
Form	Endorsement	Approved-Closed	Yes

Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Form Schedule

Lead Form Number: C.FP-1

Review	Form	Form Type Form Name		Action	Action Specific	Readability	Attachment
Status	Number				Data		
Approved-	C.V.D.126	Other	Hybrid Design	Initial		50	C.V.D.126
Closed							Package A
							with Inpatient
							Removed.pdf
Approved-	END-1	Policy/Cont Endorsement		Initial			Endorsement
Closed		ract/Fraterr	١				for HYBRID
	al					filing.pdf	
		Certificate:					
		Amendmen	1				
		t, Insert					
		Page,					
		Endorseme)				
		nt or Rider					

Unum Life Insurance Company of America Portland, Maine

Additional general Policy/Certificate variables to be used with our previously approved C.FP-1 modular series for Short Term and Long Term Disability plans.

For ease of review purposes new or revised text has been **highlighted** and specific variables to the highlighted text are listed at the bottom of the page. Non-highlighted text reflects language already on file with your Department. Bracketed text may be included, modified or omitted.

The title found on the FACE PAGE section of the policy may be modified to add the type of policy being offered:

DISABILITY INCOME GROUP INSURANCE POLICY NON-PARTICIPATING The last paragraph found in the FACE PAGE section of the policy may be modified to read:

This policy may be changed in whole or in part. Only an officer of Unum can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including a broker, may change this policy or waive any part of it.

The introductory paragraph found in the BENEFITS AT A GLANCE section of the policy/certificate may be modified to read:

[This long term disability plan provides financial protection for you by paying a portion of your income while you are disabled. [The amount you receive is based on the amount you earned before your disability began [and the monthly benefit option that you choose].] In some cases, you can receive disability payments even if you work while you are disabled.]

Specific Variables

1. The bracketed [The amount you receive is based on the amount you earned before your disability began [and the monthly benefit option that you choose].] may be changed to [The amount you receive is based on the amount of your coverage in effect just prior to your date of disability.]

The provision entitled ELIGLBLE GROUPS found in the BENEFITS AT A GLANCE section of the policy/certificate may be modified to read:

[ELIGIBLE GROUP(S):

[All employees] in active employment [in the United States with the Employer]]

The provision entitled MINIMUM HOURS REQUIREMENT found in the BENEFITS AT A GLANCE section of the policy/certificate may be modified to read:

[MINIMUM HOURS REQUIREMENT:

Employees must be in active employment at least [40 hours] [per week].]

The provision entitled WAITING PERIOD found in the BENEFITS AT A GLANCE section of the policy/certificate may be modified to read:

[WAITING PERIOD:

[For employees in an eligible group on or before the plan effective date]: [None]

[For employees entering an eligible group after the plan effective date]: [None] [of continuous active employment].]

Employees are not eligible for coverage until the waiting period has been completed.]

The following provision may be inserted in the BENEFITS AT A GLANCE section of the policy/certificate:

PARTICIPATION REQUIREMENTS:

(Option 1)

[All employees who are eligible for coverage must participate in the plan.]

(Option 2)

[The greater of [20%] of employees who are eligible for coverage or [2] employees must enroll for coverage.]

(Option 3)

[A minimum of [2] employees who are eligible for coverage must participate in the plan.]

(Option 4)

[All employees who are eligible for coverage must participate in the Employer Paid Coverage. The greater of [20%] of employees who are eligible for coverage or [2] employees must enroll for higher levels of coverage.]

(Option 5)

[All employees who are eligible for coverage must participate in the Employer Paid Coverage. There are no participation requirements for higher levels of coverage.]

- 1. One Option under this provision may be selected according to the policyholder's plan.
- 2. The bracketed [20%] and may reflect a range of 0-100%.
- 3. The bracketed [2] may be based on the policyholder's plan. We request the ability to offer a minimum of 2 eligible lives.

The following provision may be inserted in the BENEFITS AT A GLANCE section of the policy/certificate:

ENROLLMENT:

(Option 1)

[Employees who are eligible may apply for and change their coverage at anytime.]

(Option 2)

[Employees who are eligible may apply for and change their coverage at anytime within the first 31 days of being eligible.

After 31 days, employees who are eligible, may apply for and change their coverage during any [annual] enrollment period.

[You may decrease any coverage for which you make contributions at [anytime].]

[Employees may also change their coverage within 31 days of a change in status. Changes in coverage must be consistent with the change in status.]]

(Option 3)

[Employees who are eligible for coverage are automatically enrolled for coverage.]

(Option 4)

[Employees who are eligible for coverage are automatically enrolled for coverage. If you do not want coverage, you may decline the coverage and it will not go into effect. If you decline coverage within [90 days] we will consider your coverage never to have been in effect.

You can change your coverage [at any time].

[You may decrease any coverage for which you make contributions [at any time].]

[Employees may also change their coverage within 31 days of a change in status. Changes in coverage must be consistent with the change in status.]

(Option 5)

[Employees who are eligible for coverage are automatically enrolled for the Employer Paid Coverage [and may not decline the Employer Paid Coverage].

Employees who are eligible may apply for higher levels of coverage and may change their coverage at any time.]

(Option 6)

[Employees who are eligible for coverage are automatically enrolled for the Employer Paid Coverage [and may not decline the Employer Paid Coverage].

Employees who are eligible may apply for higher levels of coverage at any time within the first 31 days of being eligible.

After 31 days, Employees who are eligible may apply for higher levels of coverage and change their coverage during any [annual] enrollment.

[Employees may also apply for higher levels of coverage and change their coverage within 31 days of a change in status. Changes in coverage must be consistent with the change in status]

[You may decrease any coverage for which you make contributions [at any time].]]

(Option 7)

[Employees who are eligible for coverage are automatically enrolled for the Employer Paid Coverage [and may not decline the Employer Paid Coverage].

Employees who are eligible for coverage are also automatically enrolled for [coverage Option A]. If you do not want [coverage Option A], you may decline and it will not go into effect. If you decline coverage within [90 days] we will consider your coverage never to have been in effect.]

You can change your coverage [at any time].

[Employees may also change their coverage within 31 days of a change in status. Changes in coverage must be consistent with the change in status]

[You may decrease any coverage for which you make contributions at any time.]]

- 1. One Option under this provision may be selected according to the policyholder's plan.
- 2. The bracketed [annual] may change to [scheduled].
- 3. The bracketed [at anytime] may change to [during any future [annual] enrollment].
- 4. The bracketed [coverage Option A] may be modified to reflect the appropriate Option chosen, a dollar amount or a percentage based on the policyholder's plan.

The following provision may be inserted into the BENEFITS AT A GLANCE section of the policy/certificate:

EVIDENCE OF INSURABILITY:

[Evidence of insurability is not required for any amounts of coverage.]

[Evidence of insurability is required:

- [- for any amount of coverage.]
- [- if you reapply for [that] coverage after it terminates.]
- [- for any amount of coverage over the [Employer Paid Coverage].]
- [- for any amount of coverage over [the Employer Paid Coverage], if you apply for that coverage more that 31 days after you are first eligible.]
- [- for any amount of coverage over the [the Employer Paid Coverage], if you reapply for that coverage after it terminates.]

[However, [once your coverage is effective] [if you have purchased a higher level of coverage], evidence of insurability is not required for an increase in coverage made [at the time of a change in status] [or] [during an [annual] enrollment period.]]

[Evidence of insurability is not required for an increase in coverage up to the maximum for which you become eligible due to a salary increase if just prior to your new eligibility you were covered for the maximum amount of coverage for which you were previously eligible.]

[If, within [31] days of the plan effective date, you are replacing similar coverage you had inforce through your Employer sponsored [individual or] group plan, evidence of insurability is not required for amounts of coverage you had inforce under that prior plan. Evidence of insurability is required for coverage in excess of the insurance you had inforce under the prior plan.]

- 1. The bracketed [Employer Paid Coverage] may be modified to reflect the appropriate Option chosen, a dollar amount or a percentage based on the policyholder's plan.
- 2. The bracketed [annual] may change to [scheduled].
- 3. The bracketed [during an [annual] enrollment period] may change to [at any time].

The following provision may be inserted into the BENEFITS AT A GLANCE section of the policy/certificate:

WHO PAYS FOR THE COVERAGE:

(Option 1)

[You must make contributions for your coverage.]

[No premium contributions are required for your coverage after [90] days of disability or the completion of the elimination period, whichever is later. Contributions to the plan must resume when benefit payments stop.]

(Option 2)

[You and your Employer must make contributions for your coverage. [Your Employer includes any Employer contributions in your taxable income].]

[No premium contributions are required for your coverage after [90] days of disability or the completion of the elimination period, whichever is later. Contributions to the plan must resume when benefit payments stop.]

(Option 3)

[Your Employer must make contributions and you are not required to make any contributions for your coverage. [Your Employer includes any Employer contributions in your taxable income].]

[No premium contributions are required for your coverage after [90] days of disability or the completion of the elimination period, whichever is later. Contributions to the plan must resume when benefit payments stop.]

(Option 4)

[Your Employer makes contributions for Employer Paid Coverage and you do not need to make contributions for that coverage. You must make contributions if you choose a higher level of coverage. [Your Employer includes any Employer contributions in your taxable income.]]

[No premium contributions are required for your coverage after [90] days of disability or the completion of the elimination period, whichever is later. Contributions to the plan must resume when benefit payments stop.]

- 1. One Option under this provision may be selected according to the policyholder's plan.
- 2. The bracketed last paragraph may be included or omitted according to the policyholder's plan or changed to [No premium contributions are required for your coverage while you are receiving payments under this plan.].

The following provision may be inserted in the BENEFITS AT A GLANCE section of the policy/certificate:

[EMPLOYER PAID COVERAGE:

[Elimination Period: [180 days]]

[Monthly Benefit: [\$500]]

[Maximum Period of Payment: [13 weeks]]]

The provision entitled MONTHLY BENEFIT found in the BENEFITS AT A GLANCE section of the policy/certificate may include the following options:

[Amounts in [\$100] benefit units as applied for by you and approved by Unum, starting at a minimum of [\$200].]

(Option 1)

[The monthly benefit will be the lesser of:

- the amount you've applied for;
- [66.6667%] of monthly earnings rounded to the nearest [\$100] if not already an exact multiple thereof; or
- a maximum monthly benefit of [\$10,000]]

(Option 2)

[The maximum weekly benefit you may apply for at time of initial enrollment and/or at any subsequent enrollment will be the lesser of:

- [\$1,500]; or
- [66.6667%] of your weekly earnings at time of enrollment.]

Specific Variables

1. One Option under this provision may be selected according to the policyholder's plan.

The following may be included under the provision entitled MONTHLY BENEFIT found in the BENEFITS AT A GLANCE section of the policy/certificate:

[Your plan does not cover any disability caused by, contributed to by or related to a preexisting condition.]

[Your plan does not cover disabilities due to an occupational sickness or injury.]

The following provision may be inserted into the BENEFITS AT A GLANCE section of the policy/certificate:

(Option 1)

[MINIMUM MONTHLY BENEFIT:

The greater of:

-[\$100.00]; or

-[10%] of your gross disability payment.]

(Option 2)

[MINIMUM MONTHLY BENEFIT: [\$25]]

Specific Variables

1. One Option under this provision may be selected according to the policyholder's plan.

The following may be included under the provision entitled OTHER FEATURES found in the BENEFITS AT A GLANCE section of the policy/certificate:

[Continuation of Coverage]

[Dependent Care Expense Benefit]

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage and if you make contributions to the plan, refer to your confirmation of coverage. The plan includes enrollment, risk management and other support services related to your Employer's benefit program.

The provision entitled WHEN DO YOU NOTIFY UNUM OF A CLAIM? found in the CLAIM INFORMATION section of the policy/certificate may be modified to read:

WHEN DO YOU NOTIFY UNUM OF A CLAIM?

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Notice of claim should be sent within 30 days after the date your disability begins. In addition, you must send Unum proof of your claim no later than one year after the date your disability begins unless your failure to do so is due to your lack of legal capacity. In no event can proof of your claim be submitted after the expiration of the time limit for commencing a legal proceeding as stated in the policy, even if your failure to provide proof of claim is due to a lack of legal capacity or if state law provides an exception to the one year time period.

You must notify us immediately when you return to work in any capacity.

The provision entitled HOW DO YOU FILE A CLAIM? found in the CLAIM INFORMATION section of the policy/certificate may be modified to read:

HOW DO YOU FILE PROOF OF CLAIM?

You and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum.

The form to use to submit your proof of claim is available from your Employer, or you can request the form from us. If you do not receive the form from Unum or your Employer within 15 days of your request, send Unum proof of claim without waiting for the form.

The provision entitled WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM? found in the CLAIM INFORMATION section of the policy/certificate may add the following:

Your proof of claim, provided at your expense, must show:

[- the appropriate documentation of your weekly earnings;]

In some cases, you will be required to give Unum authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. Unum will deny your claim, or stop sending [your] payments, if the appropriate information is not submitted.

For Short Term Disability Plans, the provision entitled TO WHOM WILL UNUM MAKE PAYMENTS found in the CLAIM INFORMATION section of the policy/certificate may be modified to read:

TO WHOM WILL UNUM MAKE PAYMENTS?

Unum will make payments to you [either directly or through your Employer].

For Short Term Disability Plans, the following bulleted item under the provision WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM? found in the CLAIM INFORMATION section of the policy/certificate may be removed:

- your receipt of deductible sources of income

For Short Term Disability Plans, the following provision may be added to the POLICYHOLDER PROVISIONS section of the policy:

WAIVER OF PREMIUM

Unum will not require further premium payments for the insured under this Short Term Disability plan after the later of:

- [90] days of disability; or
- the completion of the elimination period.

Premium payments will resume on the earlier of:

- the end of the Maximum Period of Payment under the Short Term Disability Plan; or
- the date the insured is no longer disabled under the Short Term Disability Plan.

Premium payments are due and payable as provided in this plan.]

The provision entitled WHO CAN CANCEL OR MODIFY THIS POLICY OR A PLAN UNDER THIS POLICY? found in the POLICYHOLDER PROVISIONS section of the policy may be modified to read the following:

This policy or a plan under this policy can be cancelled:

- by Unum; or
- by the Policyholder.

Unum may cancel or modify this policy or a plan if:

- [there is less than 75% participation of those eligible employees who pay all or
- part of their premium for a plan;]
- [- there is less than 100% participation of those eligible employees for a
- Policyholder paid plan;]
- [- the number of insureds is less than 10 lives or 20% of those eligible, whichever is -- greater;]
- [- fewer than 10 employees are insured under a plan;]
- the number of employees insured for a **higher level of coverage** is less than the required participation, which is [25%] of those eligible.
- [- our participation requirements are not met, as applicable;]
- [- the Policyholder does not promptly provide Unum with information that is reasonably required;]
- [- the Policyholder fails to perform any of its obligations that relate to this policy;]
- [- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;]
- [- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;]
- [- Unum determines that there is a significant change, in the size, occupation age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its employees;]
- [- Unum is canceling or modifying similar group policies issued in similar markets. Unum will exercise this cancellation or modification right only if we discontinue offering similar policies, or make such modifications on similar policies, in similar markets. [Any cancellation of the policy by Unum will not be effective before the later of the first anniversary of this policy or the expiration of any rate guarantee period];]
- [- a change in federal or state law or regulation substantially impacts the policy or the risks insured.]

The provision entitled DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE: found in the POLICYHOLDER PROVISIONS section of the policy, may add the following:

(Option 1)

[All divisions, subsidiaries, and affiliated companies of the named policyholder [for whose employees premium is being paid].]

(Option 2)

[Refer to the contract file correspondence for a listing of names and locations approved by Unum.]

Specific Variables

1. One Option under this provision may be selected according to the policyholder's plan.

The provision entitled OPEN ENROLLMENT found in the POLICYHOLDER PROVISIONS section of the policy may be modified to read:

[OPEN ENROLLMENT:

There will be an open enrollment period starting on [Month/DD/YYYY] and ending on [Month/DD/YYYY] [if you are applying for a higher level of coverage]. Evidence of insurability will not be required during this open enrollment period [for amounts not exceeding [\$1,500]] [, except those employees whose evidence of insurability form was previously disapproved]. [All pre-existing condition exclusions listed in the policy will apply to Employees who enroll during this open enrollment period.] The effective date of insurance for employees who enroll in the plan during the open enrollment period will be [Month/DD/YYYY].]

Specific Variables

1. The bracketed [MM/DD/YYYY] will reflect the appropriate date determined by Unum and the policyholder.

The provision entitled WHAT COVERAGE OPTIONS DOES THIS PLAN PROVIDE? may be added to the GENERAL PROVISIONS section of the policy/certificate:

[WHAT COVERAGE OPTIONS DOES THIS PLAN PROVIDE?

(Option 1)

[This plan provides benefit options that you can choose. You may apply for any number of benefit units, however, you cannot be covered for more than the maximum monthly benefit available under the plan. In no event will the monthly benefit exceed [66.6667%] of your monthly earnings rounded to the nearest [\$100] if not already an exact multiple thereof.]

[If this plan provides [additional] coverage options for you to select from, you may apply for these other options. Refer to the **BENEFITS AT A GLANCE** section and the **BENEFIT INFORMATION** section for the additional coverage options, if any.]

(Option 2)

[This plan provides benefit options that you can choose. You may apply for any number of benefit units, however, you cannot be covered for more than the maximum weekly benefit available under the plan. [At the time of initial enrollment of at any subsequent enrollment the weekly benefit you select will not] exceed [66.6667%] of your weekly earnings rounded to the nearest [\$100] if not already an exact multiple thereof.]

[If this plan provides [additional] coverage options for you to select from, you may apply for these other options. Refer to the **BENEFITS AT A GLANCE** section and the **BENEFIT INFORMATION** section for the additional coverage options, if any.]]

Specific Variables

1. One Option under this provision may be selected according to the policyholder's plan.

The provision entitled WHEN DOES YOUR COVERAGE BEGIN? found in the GENERAL PROVISIONS section of the policy/certificate may be modified to include one of the following options:

WHEN DOES YOUR COVERAGE BEGIN?

(Option 1)

[Your coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the date you are eligible for coverage.]

(Option 2)

[Your coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the latest of:

- the date you are eligible for coverage;
- the date you apply for coverage; or
- the date Unum approves your application, if **evidence of insurability** is required.]

(Option 3)

[You are automatically covered for the Employer Paid Coverage at 12:01 a.m. on the first of the month coincident with or next following the date you are eligible for coverage.

If you apply for a **higher level of coverage**, that coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the latest of:

- the date you are eligible for that coverage;
- the date you apply for that coverage; or
- the date Unum approves your application, if evidence of insurability is required.]

(Option 4)

[Your coverage will begin at 12:01 a.m. on the first of the month coincident with or next following:

- the first day after the scheduled enrollment period; or
- the date Unum approves your application, if evidence of insurability is required.]

- 1. One Option under this provision may be selected according to the policyholder's plan.
- 2. The statement [When you are [not] required to make contributions for your coverage under a plan,] and the statement [For the optional coverage plan,] may be added under this provision.

The provision entitled WHEN CAN YOU CHANGE YOUR COVERAGE? found in the GENERAL PROVISIONS section of the policy/certificate may modified to read the following:

HOW CAN YOU CHANGE YOUR COVERAGE?

You can change your coverage options, if any, at the time specified in the **BENEFITS AT A GLANCE** section. Changes in coverage may require evidence of insurability as stated in the **BENEFITS AT A GLANCE** section.

You may choose to:

- increase your coverage [by no more than [\$500], per calendar year,] up to the maximum monthly benefit available under the plan;
- decrease your coverage [by any number of benefit units] provided it is not less than [an amount] available on the plan [; or
- choose not to participate in the plan.]

[If you end employment and are rehired within the same plan year, you may be insured on your eligibility date for the coverage that you had under the plan when you ended employment. You cannot change your coverage until the next [annual] enrollment period [or change in status].]]

- 1. The bracketed [by no more than [\$500] in benefit units, per calendar year,] may be changed to [by any number of benefit units] or [by [one] level].
- 2. The bracketed [an amount] may be changed to [the Employer Paid Coverage amount].
- 3. The bracketed [annual] may be changed to [scheduled].

The provision entitled WHEN DO CHANGES IN YOUR COVERAGE TAKE EFFECT? may be added to the GENERAL PROVISIONS section of the policy/certificate:

WHEN DO CHANGES IN YOUR COVERAGE TAKE EFFECT?

(Option 1)

A change in your coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the latest of:

- the date you are eligible for that change in coverage;
- the date you apply for the change in coverage; or
- the date Unum approves your application, if **evidence of insurability** is required.

[Once your coverage begins, any decrease in coverage you make at other than an annual or scheduled enrollment, will take effect on the first of the month coincident with or next following the date the change is reported to us by your Employer or, if later, the first of the month specified by your Employer.

Any decrease in coverage will not affect a **payable claim** that occurs prior to the decrease.]

[If you are not in active employment due to injury or sickness, [or if you are on a covered [layoff] or [leave of absence]] any increased or additional coverage will begin on the date you return to active employment.]

[A change in coverage due to a **change in status** will begin at 12:01 a.m. on the first of the month coincident with or next following the latest of:

- the date you are eligible for that change in coverage;
- the date you apply for the change in coverage[;
- the date Unum approves your application, if evidence of insurability is required;] or
- the date of your change in status.

Changes in coverage must be consistent with the change in status.]

(Option 2)

[A change in coverage that is made during [an annual] enrollment period will begin at 12:01 a.m. on the first of the month coincident with or next following:

- [the first day of the next plan year]; or
- the date Unum approves your application, if **evidence of insurability** is required.

[Once your coverage begins, any decrease in coverage you make at other than an annual or scheduled enrollment, will take effect on the first of the month coincident with or next following the date the change is reported to us by your Employer or, if later, the first of the month specified by your Employer.

Any decrease in coverage will not affect a **payable claim** that occurs prior to the decrease.]

[If you are not in active employment due to injury or sickness, [or if you are on a covered [layoff] [or] [leave of absence]] any increased or additional coverage will begin on the date you return to active employment.]

[A change in coverage due to a **change in status** will begin at 12:01 a.m. on the first of the month coincident with or next following the latest of:

- the date you are eligible for that change in coverage;
- the date you apply for the change in coverage[;
- the date Unum approves your application, if evidence of insurability is required;] or
- the date of your change in status.

Changes in coverage must be consistent with the change in status.]

- 1. One Option under this provision may be selected according to the policyholder's plan.
- 2. The bracketed [an annual] may be changed to [a scheduled].
- 3. The bracketed [the first day of the next plan year] may be changed to [the first day [of the [first] month] after the scheduled enrollment period].

The provision entitled WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMAILLY BEGIN? found in the GENERAL PROVISIONS section of the policy/certificate may include the following paragraph:

[You do not need to be in active employment for your coverage to begin if you are on a temporary [layoff] [or] [leave of absence]. However, your coverage will continue only as provided in the policy and we will consider your [layoff] [or] [leave of absence] to have started on the effective date of your coverage.]

The provision entitled WHEN WILL CHANGES TAKE EFFECT? found in the GENERAL PROVISIONS section of the policy/certificate may modified to read as follows:

[WHEN WILL CHANGES MADE BY YOUR EMPLOYER TAKE EFFECT?

Once your coverage begins, any change requested by your Employer, consistent with the options you select, will take effect immediately if you are in active employment [or if you are on a covered [layoff] [or] [leave of absence]].

If you are not in active employment due to injury or sickness, [or if you are on a covered [layoff] [or] [leave of absence]] any change requested by your Employer will begin on the date you return to active employment.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the effective date of the change.]

The provision entitled WHEN DOES YOUR COVERAGE END? found in the GENERAL PROVISIONS section of the policy/certificate may be modified to read as follows:

[WHEN DOES YOUR COVERAGE END?

[If you choose to cancel your coverage under the policy or a plan, your coverage ends on the first of the month following the date you provide notification to your Employer.

Otherwise,] your coverage under the policy or a plan ends on the earliest of the following:

- [- the date the policy or a plan is cancelled;]
- [- the date you no longer are in an eligible group;]
- [- the date your eligible group is no longer covered;]
- [- the last day of the period for which you made any required contributions][; or
- the last day you are in active employment.]

However, as long as premium is paid as required, coverage will continue:

- [if you elect to continue coverage under the Continuation of Coverage provision;]
- while benefits are being paid;
- while you are fulfilling the requirements of your elimination period; or
- in accordance with the layoff and leave of absence provisions of this policy or plan.

Unum will provide coverage for a payable claim which occurs while you are covered under the policy or plan.]

The provision entitled WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS? found in the GENERAL PROVISIONS section of the policy/certificate may be modified to read as follows:

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the later of when original proof of your claim was first required to have been given; or your claim was denied; or your benefits were terminated unless otherwise provided under federal law.

For Short Term Disability Plans, the provision entitled HOW DOES UNUM DEFINE DISABILITY? found in the BENEFIT INFORMATION section of the policy/certificate may include the following:

HOW DOES UNUM DEFINE DISABILITY?

[You are totally disabled when Unum determines that due to your **sickness** or **injury**:

- you are unable to perform the **material and substantial duties** of your **regular occupation**; and
- you are not working in any occupation.

If you are no longer totally disabled, we will continue to pay you a disability benefit after you have received benefits under this plan for at least [2] consecutive weeks if:

- you begin performing at least one of the material and substantial duties of your regular occupation or another occupation; and
- you have a 20% or more loss in weekly earnings due to the same **sickness** or **injury.**

If you meet the conditions above, Unum will consider you to be partially disabled.]

The provision entitled HOW DOES UNUM DEFINE DISABILITY? found in the BENEFIT INFORMATION section of the policy/certificate may include the following paragraph:

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative. We may also require financial records that demonstrate a loss in your indexed monthly earnings which may include income tax returns.

For Short Term Disability plans, the provision entitled HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS? found in the BENEFIT INFORMATION section of the policy/certificate may include the following sentences:

[You must be continuously [totally] disabled through your **elimination period.**]

For Long Term Disability plans, the provision entitled HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS? found in the BENEFIT INFORMATION section of the policy/certificate may include the following:

[In addition, if you return to work while satisfying your elimination period, and are no longer disabled, you may satisfy your elimination period within the accumulation period. You do not need to be continuously disabled through your elimination period if you are satisfying your elimination period under this provision. If you do not satisfy the elimination period within the accumulation period, a new period of disability will begin.

Your accumulation period is [180 days].]

The provision entitled HOW MUCH WILL UNUM PAY IF YOU ARE DISABLED? found in the BENEFITS INFORMATION section of the policy/certificate may be modified to read as follows:

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED [AND NOT WORKING]?

We will follow this process to figure your payment:

- 1. Your **gross disability payment** is the monthly benefit in effect just prior to your date of disability.
- 2.. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 2 is your **monthly payment**.

[If at any time during the elimination period, you are disabled for less than [1 month], we will send you [1/30] of your monthly payment for each day of disability and [1/30] of any additional benefits for each day of disability.]

The following paragraph may be added to the provision entitled WHAT ARE YOUR MONTHLY EARNINGS? found in the BENEFITS INFORMATION section of the policy/certificate:

[For enrollment purposes only, "Monthly Earnings" means your monthly income, as defined above, in effect on the date you are enrolling for coverage for the first time or at any subsequent annual enrollment period. During enrollment, your monthly earnings are only used to determine the highest monthly benefit for which you are eligible.]

For Short Term Disability plans, the provision entitled WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS? found in the BENEFIT INFORMATION section of the policy/certificate may be changed to read the following:

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you [either directly or through your Employer,] a payment weekly for any period for which Unum is liable.

For Short Term Disability plans, the provision entitled HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read the following:

[HOW MUCH WILL UNUM PAY YOU IF YOU ARE [TOTALLY] DISABLED?

You will receive the **weekly benefit** amount in effect just prior to your date of disability.

[If at any time after the elimination period, you are disabled for less than [1 week], we will send you [1/7] of your weekly benefit for each day of disability.]]

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The provision entitled HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read the following:

[HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?

We will send [your] weekly payment if you are disabled and your weekly disability earnings, if any, are less than 20% of your weekly earnings.

[If you are continuously partially disabled and your weekly disability earnings are from 20% through 80% of your weekly earnings, we will pay you the lesser of:

1. 50% of your weekly payment; or

2. your weekly earnings less earnings while partially disabled [and less any of the deductible sources of income].]

This is the amount Unum will pay you for each week.

Unum may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income].]

The provision entitled WHAT ARE DEDUCTIBLE SOURCES OF INCOME? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to include the following:

- [[1]. The amount that you receive or are entitled to receive as disability income or disability retirement payments under any:
- [- motor vehicle insurance policy or plan.]
- [- **governmental retirement system,** however, disability income and disability retirement payments under a governmental retirement system which reduce retirement benefits which would have been paid, if the disability income or disability retirement payments had not been paid, will be treated as retirement payments].]

The provision entitled WHAT ARE DEDUCTIBLE SOURCES OF INCOME? found in the BENEFIT INFORMATION section of the policy/certificate may be changed to include the following:

[3. The amount that you receive as retirement payments [including disability retirement payments which reduce your retirement benefits,] under any governmental retirement system. Retirement payments do not include payments [made at the later of age 62 or normal retirement age under your Employer's retirement plan] which are attributable to [elective] contributions you made [on a post tax basis] to the system.]

[Regardless of how retirement payments are distributed, Unum will consider payments attributable to your [post tax] contributions to be distributed throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition].]

The provision entitled WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit) found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read the following:

[WHAT IS THE MINIMUM BENEFIT PAYABLE AFTER SUBTRACTING DEDUCTIBLE SOURCES OF INCOME? (Minimum Benefit)

[The minimum monthly payment is [the greater of:

-] [\$100] [; or
- [10%] of your gross disability payment.]

[If subtracting deductible sources of income results in a net benefit that is less than your minimum monthly payment, we will pay you a minimum monthly benefit. Unum may apply this amount toward an outstanding overpayment].]

The provision entitled WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read the following:

[WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?

When we determine that you may qualify for benefits under Item(s) [1., 2., and 3.] in the deductible sources of income section, we will estimate your entitlement to these benefits and your Long Term Disability payment will be reduced by these estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Long Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) [1., 2., and 3.] in the deductible sources of income section, and if denied, appeal to all administrative levels Unum feels are necessary;
- provide documentation of your application and/or appeal; and
- sign Unum's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you [, either directly or through your Employer].

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.]

For Short Term Disability plans, the provision entitled HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read the following:

[HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

Unum will send [your] payment each week up to the **maximum period of payment**. Your maximum period of payment is [13 weeks] during a continuous period of disability.]

For Short Term Disability plans, the first sentence of the provision entitled WHEN WILL PAYMENTS STOP? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read the following:

WHEN WILL PAYMENTS STOP?

We will stop sending [your] payments and your claim will end on the earliest of the following:

The provision entitled WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read the following:

WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN?

The lifetime cumulative maximum benefit period for all disabilities due to **mental illness** [, alcoholism or drug abuse] [, **limited benefit conditions** and disabilities based primarily on **self-reported symptoms**] is [12] months. Only [12] months of benefits will be paid for any combination of such disabilities even if the disabilities:

- are not continuous; and/or
- are not related.

However, Unum will send you payments beyond the [12] month period if you meet one of these conditions:

1. If you are confined to a **hospital or institution** at the end of the [12] month period, Unum will continue to send you payments during your confinement.

If you are still disabled when you are discharged, Unum will send you payments for a recovery period of up to 90 days.

If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, Unum will send payments during that additional confinement and for one additional recovery period up to 90 more days.

2. If you are not confined to a hospital or institution but become confined for a period of at least 14 days within 90 days after the [12] month period for which you have received payments, Unum will send payments during the length of the confinement.

Under no circumstances will Unum pay beyond the maximum period of payment as indicated in the BENEFITS AT A GLANCE section of your policy.

Unum will not apply the mental illness limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease: or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

For Short Term Disability plans, the following provision may be included in the BENEFIT INFORMATION section of the policy/certificate:

[WHAT DISABILITIES HAVE LIMITED PAYMENTS UNDER YOUR PLAN?

If you are totally disabled due to a **mental illness**, we will pay you 50% of your weekly benefit provided you are under the regular care of a physician. Your weekly benefit will be subject to the maximum period of payment.

The lifetime cumulative maximum benefit period for all disabilities due to **mental illness** is [2 years]. Only [2 years] of benefits will be paid for any combination of such disabilities even if the disabilities:

- are not continuous; and/or
- are not related.

Unum will not apply the mental illness limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease: or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.]

For Short Term Disability plans, the provision entitled WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN? found in the BENEFIT INFORMATION section of the policy/certificate may include the following:

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

[- mental illness. However, dementia as a result of, stroke, trauma, viral infection, Alzheimer's disease or other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment are covered under this Policy.]

For Long Term Disability plans, the provision entitled WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN? found in the BENEFIT INFORMATION section of the policy/certificate may include the following:

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

[- occupational sickness or injury, however, Unum will cover disabilities due to occupational sicknesses or injuries for partners or sole proprietors who cannot be covered by a workers' compensation law.]

The provision entitled WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN? found in the BENEFIT INFORMATION section of the policy/certificate may include the following:

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- [- pre-existing condition;
- treatment or surgery for, a pre-existing condition;
- complications arising from treatment or surgery for, a pre-existing condition.]

[Pre-existing condition, treatment or surgery for, a pre-existing condition or complications arising from treatment or surgery for, a pre-existing condition does not apply to the Employer Paid Coverage as shown in the BENEFITS AT A GLANCE section. However, if you've applied for a higher level of coverage, the pre-existing condition provision will apply only to the amount of insurance that is greater than the Employer Paid Coverage.]

[Pre-existing condition, treatment or surgery for, a pre-existing condition or complications arising from treatment or surgery for, a pre-existing condition applies only to any amount of insurance which is greater than the [Option A] weekly benefit amount.]

Specific Variables:

1. The bracketed [coverage Option A] may be modified to reflect the appropriate Option chosen, a dollar amount or a percentage based on the policyholder's plan.

The provision entitled WHAT IS A PRE-EXISTING CONDITION? Found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

[[You have a pre-existing condition] if, at any time during the [3 months] prior to [your effective date of coverage], you have a sickness or injury, or symptoms arising from the sickness or injury, whether diagnosed or not, for which:

- vou took or received treatment, consultation, care or services, including diagnostic measures; or
- you were recommended to take or receive during that period, treatment, consultation, care or services, including diagnostic measure[; or
- you had a sickness or injury or symptoms of a sickness or injury, whether diagnosed or not for which an ordinarily prudent person would have consulted a health care provider;
- and the disability begins in the first [12 months] after [your effective date of coverage][, unless you have been **treatment free** and **symptom free** for [6 consecutive months] after [your effective date of coverage].]

[In addition, this plan will not cover an increase in coverage if you have a pre-existing condition. An increase in coverage includes, if applicable to the plan, applying for additional benefit amounts and/or selecting a shorter elimination period.

You have a pre-existing condition if, at any time during the [3 months] just prior to the date your coverage increased, you have a sickness or injury, or symptoms arising from the sickness or injury, whether diagnosed or not, for which:

- vou took or received treatment, consultation, care or services, including diagnostic measures; or
- vou were recommended to take or receive during that period, treatment, consultation, care or services, including diagnostic measure[; or
- vou had a sickness or injury or symptoms of a sickness or injury, whether diagnosed or not for which an ordinarily prudent person would have consulted a health care provider;
- and the disability begins in the first [12 months] after your coverage increased[, unless you have been **treatment free** and **symptom free** for [6 consecutive months] after your coverage increased.]

[However, if at any enrollment you increase your monthly benefit to the maximum amount for which you are then eligible, and if your monthly benefit in effect just prior to this increase was the maximum amount for which you were eligible on the date you last enrolled under the Unum plan, then the above pre-existing condition provision will not apply to the increase in your monthly benefit.]

Specific Variables:

- 1. The bracketed [You have a pre-existing condition] may be changed to [For Disability Plus Coverage, you will be considered to have a pre-existing condition].
- 2. The bracketed [effective date of coverage] may be used in exchange with [effective date of change] or [MM/DD/YYYY].
- 3. The following headings may be added to this provision:

[The following applies to your maximum monthly benefit in excess of [\$3,000], which becomes effective on [effective date of change:]. The bracketed [\$3,000] may reflect a range of \$100 to \$15,000.

[The following applies to your monthly benefit amount greater than [50%] of monthly earnings, which becomes effective on [effective date of change:]. The bracketed [50%] may reflect a range of 30% to 80%.

[The following applies if you decline coverage and apply later at an enrollment event [or change in status]:]

[The following only applies to any amount of insurance which is greater than the [Option A] weekly benefit amount:]

The provision entitled WHAT DISABILITITES ARE NOT COVERED FOR A COST OF LIVING INCREASE? Found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

[If you are insured on [effective date of change], your plan will not provide a cost of living adjustment for any disability caused by, contributed to by, or resulting from the following pre-existing condition.

You have a pre-existing condition if, at any time during the [3 months] prior to [effective date of change], you have a sickness or injury, or symptoms arising from the sickness or injury, whether diagnosed or not, for which:

- vou took or received treatment, consultation, care or services, including diagnostic measures; or
- you were recommended to take or receive during that period, treatment, consultation, care or services, including diagnostic measure[; or
- vou had a sickness or injury or symptoms of a sickness or injury, whether diagnosed or not for which an ordinarily prudent person would have consulted a health care provider;
- and the disability begins in the first [12 months] after [effective date of change][, unless you have been **treatment free** and **symptom free** for [6 consecutive months] after [effective date of change].]

Specific Variables

1. The bracketed [effective date of change] may be used in exchange with [your effective date of coverage] or [MM/DD/YYYY].

The following provision may be included in the OTHER FEATURES section of the policy/certificate:

[WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES [INDIVIDUAL OR GROUP] INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)

Unum will provide coverage for you if, as of the effective date of this policy you were covered by the prior policy on the day before the effective date of this policy.

Your coverage is subject to payment of premium and all other terms of this policy. If you are on a [layoff] [or] [leave of absence] on the effective date of this policy we will consider your [layoff] [or] [leave of absence] to have started on that date and your coverage will continue for the period provided in this policy.

If you have not returned to active employment before your disability begins, your payment will be limited to the amount that would have been paid by the prior carrier. Unum will reduce your payment by an amount for which your prior carrier is liable.]

The following provision may be included in the OTHER FEATURES section of the policy/certificate:

[WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION AFTER YOUR EMPLOYER CHANGES [INDIVIDUAL OR GROUP] INSURANCE CARRIERS TO UNUM OR AFTER YOU BECOME INSURED UNDER THE UNUM PLAN DUE TO A MERGER, ACQUISITION OR AFFILIATION? (Continuity of Coverage)

Unum may send a payment if your disability results from a pre-existing condition if, you were:

- in active employment and insured under the plan on its effective date; and
- insured by the prior policy at the time of change.

In order to receive a payment you must satisfy the pre-existing condition provision under:

- 1. the Unum plan; or
- 2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If you do not satisfy Item 1 or 2 above, Unum will not make any payments.

If you satisfy Item 1, we will determine your payments according to the Unum plan provisions.

If you only satisfy Item 2, we will administer your claim according to the Unum plan provisions. However, your payment will be the lesser of:

- a. the monthly benefit that would have been payable under the terms of the prior plan if it had remained in force; or
- b. the monthly payment under the Unum plan.

[Your elimination period will be the longer of:

- a. the elimination period under the prior plan if it had remained in force; or
- b. the elimination period under the Unum plan.]

Your benefits will end on the earlier of the following dates:

- 1. the end of the maximum benefit period under the plan; or
- 2. the date benefits would have ended under the prior plan if it had remained in force.]

[If your prior insurance was **Employer sponsored** individual coverage, this provision will apply only if you have terminated that prior coverage prior to the date your disability begins and provide a copy of the terminated policy at the time of your claim submission.]

The following provision may be included in the OTHER FEATURES section of the policy/certificate:

CONTINUATION OF COVERAGE

ELIGIBILITY FOR CONTINUATION OF COVERAGE

You may have the right to apply for continuing coverage if one of the following continuation events occurs:

- your employment with the Policyholder ends; or
- the policy is being terminated by the Policyholder and is not being replaced.

You are eligible for continuation of coverage under this provision if on the date of your continuation event:

- [- vou are not disabled, retired, on [lavoff] [or] [leave of absence];]
- [- you are in active employment][; and
- you are insured under this policy and have been for at least [12 months].]

You will be considered retired if you do not intend to return to work or do not return to work within [12 months] of your continuation event.

You are not eligible to apply for continuation of coverage under this provision [if the policy is closed to new enrollments] or your coverage ends for any of the following reasons:

- the policy is cancelled by Unum;
- the policy is being terminated by the Policyholder and is being replaced;
- I- the policy is changed to exclude the group of employees to which you belong; or
- you are no longer in an eligible group.]

APPLICATION FOR CONTINUATION OF COVERAGE

To continue coverage under this provision, you must apply for continuation of coverage and pay the first premium within [60] days after your continuation event.

If you do not apply and pay premium within [60] days you are not eligible for continuation of coverage.

TERMS FOR CONTINUATION OF COVERAGE

Your continuing coverage remains subject to all the provisions, exclusions and limitations of the policy [and does not include support services related to your Employer's benefit program].

Any subsequent change in the policy will not apply to your continuing coverage, unless required by law.

[Your **monthly benefit**, as stated in the **BENEFITS AT A GLANCE** section, will not exceed [60%] of your **monthly earnings** as defined in this provision.]

You may decrease your amount of coverage at any time to a monthly benefit option available on the plan as stated in the **BENEFITS AT A GLANCE** section. [You may not increase your coverage.] The decrease in your coverage will take effect [on the first day of the month after Unum processes your change].

It is your obligation to notify Unum if at any time:

- you retire;
- you are not at work for [12 consecutive months] [; or
- your monthly earnings have decreased and you need to reduce the amount of coverage to reflect your current monthly earnings.]

Your application for continuing coverage and your ongoing payment of premium is certification to Unum that you have not retired [and that your monthly earnings are sufficient to justify the level of coverage you have elected under this provision].

[If you are unemployed when you become disabled, we will pay you a weekly benefit only if you are under the regular care of a physician and you are considered ADL disabled.

ADL disabled means that because of injuries or a covered sickness you are unable to perform, without **substantial assistance** from another individual, two or more **Activities of Daily Living** and due to your loss of activities of daily living, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative. We may also require financial records that demonstrate a loss in your **monthly earnings** which may include tax returns.]

In the event the Policyholder's coverage under the policy is terminated, the policy will continue in effect for the benefit of employees who elected to continue coverage under this provision prior to the policy termination date.

PAYMENT OF PREMIUM

Payment of premium must be made directly to [Unum] throughout the period of continuing coverage. The required premium:

- must be paid by you;
- will reflect the coverage you have elected to continue; and
- will be a group rate set by Unum and may be changed by Unum at any time, upon [31] days notice.

TERMINATION OF CONTINUING COVERAGE

Continuing coverage will end on the earliest of:

- your failure to pay the required premium within the [31] day grace period;
- [- the date you are rehired by your Policyholder [or return to an eligible group] and are covered under the policy;]
- [- the date you are not at work for a period of [12 consecutive months];]
- [- the date provided by Unum after at least [31] days notice that we are canceling continuation of coverage under similar group policies issued in similar markets;]
- [- the date you retire;]
- the date you die.

Once continuing coverage is cancelled it can not be reinstated.

DEFINITIONS FOR CONTINUATION OF COVERAGE

[ACTIVITIES OF DAILY LIVING (ADLs) are:

Bathing: washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.

Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring: moving into or out of a bed, chair, or wheelchair.

Continence: the ability to maintain control of bowel or bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

Eating: feeding oneself by getting food into the body from a receptacle (such as a plate or cup) or by a feeding tube.

You will be considered able to perform the above Activities of Daily Living if the ADLs can be performed by you using equipment or adaptive devices, and you do not require the Substantial Assistance of another person to perform the ADLs.]

[EMPLOYER means:

- any persons or companies by whom you are employed on the date of disability; or
- you if you are self employed on the date of disability.]

[MONTHLY BENEFIT means the total benefit amount inforce for which you are insured under this plan on the date of your continuation event and subject to the maximum period of payment.]

[MONTHLY EARNINGS means during the first [12 months] after your continuation event, your monthly earnings will be the lower of:

- your monthly earnings as defined in the GLOSSARY determined as of your continuation event; or
- the amount for which premium is being paid.

After the first [12 months] your monthly earnings means the lowest of:

- your monthly earnings as defined in the **GLOSSARY** determined as of your continuation event:
- the amount for which premium is being paid; or.
- the salary, wages, commissions, bonuses, fees and income earned for services performed by you from your **Employer**, as defined in this provision just prior to your date of disability.

Monthly earnings do not include income from deferred compensation plans, disability income policies, retirement plans or income not received from vocational activities.

If you own any portion of a business or profession, monthly earnings include:

- your share of income received by that business or profession, less,
- your share of deductible business expenses, plus,
- your salary and any contributions to a pension or profit sharing plan made on your behalf.]

[SUBSTANTIAL ASSISTANCE means stand-by or hands-on assistance without which you would not be able to safely and completely perform the ADL. Stand-by assistance means the presence of another person within arm's reach of you while you are performing the ADL. Hands-on assistance means physical assistance (minimal, moderate, or maximal) without which you would not be able to perform the ADL.]

[WORK means activities performed for earnings that are paid on a regular basis from your Employer.]

Specific Variables

- 1. The bracketed [Your monthly benefit, as stated in the BENEFITS AT A GLANCE section, will not exceed [60%] of your monthly earnings as defined in this provision.] may change to [Your monthly benefit will be the amount inforce for which you are insured under this plan on the date of your continuation event and is subject to the maximum period of payment.].
- 2. Wherever monthly and month are used it may be changed to weekly and week in a Short Term Disability plan.

The following definition found in the GLOSSARY section of the policy/certificate may be modified to read as follows:

[ACTIVE EMPLOYMENT means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be regularly scheduled to work on average at least the minimum number of hours as described under the Minimum Hours Requirement in each plan.

Your work site must be:

- your Employer's usual place of business;
- an alternative work site at the direction of your Employer, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment. [Temporary and seasonal workers are excluded from coverage.]]

The following definition may be added to the GLOSSARY section of the policy/certificate:

IEMPLOYER'S CONTRIBUTION in the context of a retirement plan that is part of any federal, state, county municipal or association retirement system means any contribution made by your Employer and any contribution made on your behalf which has been picked up by your Employer under Internal Revenue Code Section 414(h)(2) so that it does not constitute taxable income to you.]

[EMPLOYER SPONSORED means a plan offered to Employees at the workplace which is paid for by the Employer or supported by the Employer through a cafeteria plan, payroll deductions or similar program.]

[GOVERNMENTAL RETIREMENT SYSTEM means a plan which is part of any federal, state, county, municipal or association retirement system, including but not limited to, a state teachers retirement system, public employees retirement system or other similar retirement system for state or local government employees providing for the payment of retirement and/or disability benefits to individuals.]

(Option 1)

[HIGHER LEVEL OF COVERAGE means a level of coverage determined by applying for the following items, if applicable to the plan:

- a maximum benefit amount Option higher than the Employer Paid Coverage; and/or
- an elimination period that is shorter than the Employer Paid Coverage as shown in the BENEFITS AT A GLANCE section.]

(Option 2)

[HIGHER LEVEL OF COVERAGE means a level of coverage determined by applying for the following items, if applicable to the plan:

- any number of benefit units higher than \$[500]; and/or
- an elimination period that is shorter than the Employer Paid Coverage as shown in the BENEFITS AT A GLANCE section.]

Specific Variables

1. One Option under this provision may be selected according to the policyholder's plan.

[LIMITED BENEFIT CONDITIONS mean pain, fatigue and allergy related conditions and illnesses which include, but are not limited to:

- Chronic fatigue conditions (including but not limited to: chronic fatigue syndrome, chronic fatigue immunodeficiency syndrome, post viral syndrome, limbic encephalopathy, Epstein-Barr virus infection, herpesvirus type 6 infection, or myalgic encephalomyelitis);
- Chronic pain conditions (including but not limited to: Chronic pain syndrome, fibromyalgia, reflex sympathetic dystrophy, complex regional pain syndrome, phantom limb pain or myofascial pain); and
- Any allergy or sensitivity to chemicals or the environment (including but not limited to: environmental allergies, sick building syndrome, multiple chemical sensitivity syndrome or chronic toxic encephalopathy).]

[MAXIMUM PERIOD OF PAYMENT means the longest period of time Unum will make [your] payments for any one period of disability.]

[MONTHLY BENEFIT means the total benefit amount for which an employee is insured under this plan [subject to the maximum benefit].]

[OCCUPATIONAL SICKNESS OR INJURY means a sickness or injury that was caused by or aggravated by any employment for pay or profit.]

[RECURRENT DISABILITY means a disability which is:

- caused by a worsening in your condition; and
 due to the same cause(s) as your prior disability which met the elimination period and for which Unum made a Long Term Disability payment.]

[RETIREMENT PLAN means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement plan does not include any plan which is part of any governmental retirement system.]

[SCHEDULED ENROLLMENT PERIOD means a period of time determined by Unum and your Employer.]

[SELF REPORTED SYMPTOMS include, but are not limited to headaches, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy and the symptoms of any illness or injury which symptoms cannot be directly detected or measured by an examiner without a statement or response by the insured. The self-reported symptom limitation will not be applied to disabilities resulting from self-reported symptoms of an illness or injury if the illness or injury itself can be objectively detected or measured to be present in the body of the insured without any response or statement by the insured.]

[SURVIVOR, ELIGIBLE means your spouse, if living; otherwise your children under age 25 equally. ["Spouse" wherever used includes: [domestic partner] [and] [civil union partner] where [required by state law] [or] [permitted by your Employer's Human Resource policy] [or] [state law].]

[SYMPTOM FREE means you have no symptoms related to the pre-existing condition.]

The following definition may be moved from the BENEFITS AT A GLANCE section of the policy/certificate to the GLOSSARY section of the policy/certificate:

[TOTAL BENEFIT CAP means the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of you monthly earnings [, unless the excess amount is payable as a Cost of Living Adjustment]. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings[, unless the excess amount is payable as a Cost of Living Adjustment].]

[TREATMENT FREE means you have not received treatment, consultation care or services including diagnostic measures, or taken prescribed drugs or medicines for the pre-existing condition. A treatment free period does not include any period for which you were prescribed drugs or medication to be taken and you did not take them.]

Unum Life Insurance Company of America (the "Company") ENDORSEMENT

(Endorsements may be made only by the Company at its Home Office)

The following changes are made to your group long-term disability or group short-term disability policy(ies) issued by the Company. In the event of conflicts between the policy language and this endorsement, the terms of this endorsement will prevail over the policy language. [The provision entitled [provision name] is revised as follows:

Modifications will be made within the confines of the law of the governing jurisdiction.]

This endorsement can be canceled or modified by the Company to the extent permitted by state law or future regulatory interpretation.

Signed for the Company at Portland, Maine

Secretary

An M-AM

SERFF Tracking Number: UNUM-125848543 State: Arkansas
Filing Company: Unum Life Insurance Company of America State Tracking Number: 40466

Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: UNUM-125848543 State: Arkansas
Filing Company: Unum Life Insurance Company of America State Tracking Number: 40466

Company Tracking Number: C.V.D.126

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: CXC STD/LTD

Project Name/Number: Group Hybrid/C.V.D.126

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice Approved-Closed 10/08/2008

Comments: Attachment:

AR - Rule 19 Cert Form.pdf

Review Status:

Bypassed -Name: Application Approved-Closed 10/08/2008

Bypassed -Name: Application Approved-Closed 10/08/200

Bypass Reason: not applicable for this filing

Comments:

Satisfied -Name: Cover Letter Approved-Closed 10/08/2008

Comments:

Attachment:
Arkansas Cover Letter.pdf

Satisfied -Name: Flesch Form Review Status:

Approved-Closed 10/08/2008

Comments:
Attachment:

Flesch Score C.V.D.126.pdf

Review Status:

Satisfied -Name: Transmittal Form Approved-Closed 10/08/2008

Comments: Attachment:

AR - Transmittal.pdf

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Unum Life Insurance Company of America

C.V.D.126		
at the filing above meets all ap ule and Regulation 19.	plicable Arkansas requirements including th	е
n Johnson		
nany Officer		
party Officer		
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	at the filing above meets all ap ule and Regulation 19.	at the filing above meets all applicable Arkansas requirements including the land Regulation 19.



October 7, 2008

Ms. Rosalinda Minor Senior Rate and Form Analyst Group and Individual Health Insurance Arkansas Insurance Department 1200 W 3rd Street Little Rock, AR 72201-1903

Re: Group Disability Insurance

C.V.D. 126 - Additional Variables

END-1 - Endorsement

Dear Ms. Minor,

Enclosed for your review and approval is the above named form to be used with our previously approved C.FP-1 modular contract/certificate series. Form C.V.D.126 provides additional variables that address the evolving needs of our Customers by integrating our product offerings and allow us to remain competitive in the marketplace. These additional variables are in addition to those already approved and on file with your Department. Any modifications will be made within the confines of the law of the governing jurisdiction.

When provisions are shown in this form filing, any new or revised text will be highlighted. Non-highlighted text is text that is already approved for use by your Department.

We request that any of our previously filed variables be applied to this filing.

If anything further is needed to complete this submission, please do not hesitate to contact me at (800) 974-2266 extension 54505 or fax (423) 785-2914.

Sincerely,

Ellen J. Desrosiers

Ellen J. Desrosiers

Contract Analyst, Contract Compliance and Filing

Unum Life Insurance Company of America

Name of Company: <u>UNUM Life Insurance Company of America</u>

This is to certify that the forms listed below meet the minimum score required by the Flesch Reading Ease Test.

Form and Form Number to which the Certification is Applicable

<u>Form</u>	Form No.	Flesch Score
Policy/Certificate	C.V.D.126	50.2

Officer's Name

Vice President Officer's Title

Date: October 7, 2008

Life, Accident & Health, Annuity, Credit Transmittal Document (Revised 1/1/06)

1.	Prepared for the State of	Arkansas						
	Department Use Only							
2.	State Tracking ID							
3.	3. Insurer Name & Address			Insurer License NAIC Grow Type		oup #	NAIC#	FEIN#
UNUM LIFE INSURANCE COMPAN AMERICA 2211 CONGRESS ST PORTLAND, ME 04122		MPANY OF	ME	A+H	416		62235	01-278678
4.	Contact Name & Address	Telephone #		Fax#		E-n	nail Address	
	Desrosiers	Telephone "		1 4/1 //			IIII TIIIII OSS	
	n Congress Street and, Maine	(207) 575-45	05	423-785-2914		EllenDesrosiers@unum.com		
5.	Requested Filing Mode							
6.	Company Tracking Numb	er C.V.D.126						
7.	I V G							
		☐ Individu	nal 🗆 I	Franchise				
8.	Market	☐ Small ☐ Large ☐ Small and Large						
9.	Type of Insurance	Group Health – Disability Income – Long term / Short term						
10.	Product Coding Matrix Filing Code	H11G.005						
11.	Submitted Documents	FORMS						
		Association Statement		ty	Trust A Certific	greeme		

Effective January 1, 2006

	Other

LHTD-1, Page 1 of 2

12.	Filing Submission Date	October 7, 2	2008		
	Filing Fee	Amount	\$50.00	Cl	neck Date
13	(If required)	Retaliatory	⊠ Yes □ No		neck Number
14.	Date of Domiciliary Approval	Filing has h	een submitted to D	omiciliary	stata
		riing nas o	een submitted to D	omicinal y	state.
15.	Filing Description:				
		icate series. T	hese variables addr	ess the evo	y approved by your Department, for olving needs of our Customers by in the marketplace.
16. I HI	Certification (If required) EREBY CERTIFY that I have revie	ewed the applica	ble filing reauireme	nts for this	filing, and the filing complies with all
	icable statutory and regulatory provi				
Prin	t Name Ellen Desrosiers			_ Title	Contract Analyst
Sign	nature Ellen J. Descro	siers_		_ Date:	October 7, 2008

LHTD-1, Page 2 of 2

17.		Form Filing A	Attachment					
This	filing transmittal is part of company tracki	ing number	C.V.D.126					
This filing corresponds to rate filing company tracking number								
	Document Name	Form Number		Replaced Form Number				
	Description			Previous State Filing Number				
01	Additional Variables	C.V.D.126						
02			☐ Initial ☐ Revised ☐ Other					
03			☐ Initial ☐ Revised ☐ Other					
04			☐ Initial ☐ Revised ☐ Other					
05			☐ Initial ☐ Revised ☐ Other					
06			☐ Initial ☐ Revised ☐ Other					
07			☐ Initial ☐ Revised ☐ Other					
08			☐ Initial ☐ Revised ☐ Other					
09			☐ Initial ☐ Revised ☐ Other					
10			☐ Initial ☐ Revised					

LH FFA-1

Other _

18.	18. Rate Filing Attachment					
This	filing transmittal is part of company track	king number	N/A			
This filing corresponds to form filing company tracking number			N/A			
Overall percentage rate impact for this filing			N/A	%		
	Document Name	Affected Form Numbers		Previous State Filing Number		
	Description					
01			□ New □ Revised Request +%% □ Other			
02			□ New □ Revised Request +%% □ Other			
03			□ New □ Revised Request +%% □ Other			
04			New			
05			□ New □ Revised Request +%% □ Other			
06			□ New □ Revised Request +%% □ Other			
07			New			
08			□ New □ Revised Request +%% □ Other			
09			□ New □ Revised Request +%% □ Other			
10 LH RFA			□ New □ Revised Request +%% □ Other			